

**IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA**

JAMES E. SHELTON, individually and on
behalf of all others similarly situated,

Plaintiff,

v.

DOT Compliance Services, LLC

and

Christian Perales

Defendants.

Case No.

2:24-CV-02140-WB

JURY TRIAL DEMANDED

STIPULATION AND CONSENT TO WITHDRAW AS COUNSEL

This Stipulation and Consent to Withdraw is made and entered into by Andrew Roman Perrong, Perrong Law LLC, (“Counsel”) and James E. Shelton (“Client”), and is made to clarify Client’s rights and responsibilities as Client has expressed a desire for Counsel to withdraw and for Client proceed without legal representation (*pro se*) in this case. This stipulation is further entered into to ensure that Client understands and agrees to this arrangement.

Counsel seeks to withdraw as attorney of record in this case. The Client consents to this withdrawal and desires to proceed *pro se*. The Client understands that the Client can no longer prosecute the class action claims *pro se* and will prove Counsel a draft form of complaint to be filed as the Amended Complaint in this matter upon filing of an appropriate motion to withdraw.

Client has the right to represent themselves in the above-captioned action but understands that proceeding *pro se* requires familiarity with the Federal and Local Rules of Civil Procedure, and all applicable laws and statutes. Client understands the following:

- Generally speaking, Client will not be excused from compliance with the Local or Federal Rules of Civil Procedure or from the legal requirements necessary to plead the case, and will be responsible for compliance therewith, just as an

attorney would be. The Client will not be entitled to special treatment merely because of Client's *pro se* status.

- Client will be responsible for managing all case deadlines, prosecution of the case, and responding to any motions, discovery, or orders from the Court in a timely manner.
- Client must communicate with opposing counsel and Court directives, without the assistance of a lawyer, and ensure they serve and file all documents, responses, and pleadings in the matter properly with the Court and all counsel of record.
- Client also acknowledges that proceeding *pro se* means they may be at a disadvantage compared to having an attorney, particularly in understanding complex legal rules and procedures. Client understands that proceeding *pro se* may affect the case outcome, and they are willing to accept this responsibility.

Client has also been provided, has read, and had explained to Client, if desired, the applicable Rules of Professional Conduct regarding withdrawal of representation, including Rule 1.16 and Rule 1.4 of the Pennsylvania Rules of Professional Conduct. After review and discussion of the same, Counsel and Client mutually believe that Client is capable of proceeding *pro se* in this action and that withdrawal will not prejudice Client. Furthermore, Client understands this stipulation, has had an opportunity to ask questions, and has received responses that satisfy their concerns. Client affirms they understand this stipulation, have had an opportunity to ask questions, and enter into this agreement willingly and without pressure.

This Stipulation to Withdraw will be submitted to the Court for approval. Client understands that the withdrawal will only be effective once the Court grants permission. Until that time, Counsel remains as the attorney of record.

[SIGNATURE PAGE FOLLOWS]

DATED this January 6, 2025.

/s/ Andrew Roman Perrong
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